

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
: Case No. 14-390-00427-14
—and— :
: Grievant: Joseph Bartorilla
CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia (“City”) and the Fraternal Order of Police, Lodge No. 5 (“FOP”) are parties to a collective bargaining agreement; and,

WHEREAS, Joseph Bartorilla (“Bartorilla”) is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on or about December 16, 2013, Bartorilla was charged with a violation of Disciplinary Code, Section 8-§004-10, Failure to Supervise, Failure to take supervisory action; and was given a 5 day suspension.

WHEREAS, Bartorilla initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved pending the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The five (5) day suspension shall be reduced to a Reprimand and the City shall make Bartorilla whole for the Five (5) days’ pay.
2. The Reckoning Period shall be consistent with the provisions of the Disciplinary Code dated July 30, 2014.
3. In consideration of the foregoing, the FOP and Bartorilla agree to withdraw the grievance and demand for arbitration in this matter.
4. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

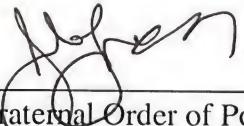
5. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

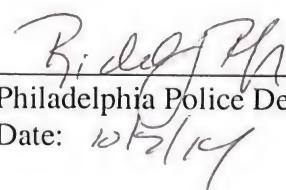
6. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

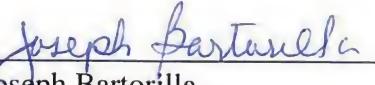
7. In further consideration of the foregoing, the FOP and Bartorilla, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

8. By entering into this Agreement and in exchange for the promises made herein, Powers, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Bartorilla in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Bartorilla, intending to be legally bound by this Agreement, enter into this Agreement this 2nd day of October, 2014, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 10-7-14


Philadelphia Police Department
Date: 10/2/14


Joseph Bartorilla
Date: 10-7-14